

CITY OF VERO BEACH

PAVEMENT MANAGEMENT SYSTEM

BID NO. 330-18/JO

PREPARED BY

PURCHASING DIVISION

COUNCIL MEMBERS

MAYOR – HARRY HOWLE III

VICE MAYOR – LANGE SYKES

LAURA MOSS

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VAL ZUDANS

CHARTER OFFICERS

CITY MANAGER – JAMES R. O’CONNOR

CITY CLERK - TAMMY K. BURSICK

CITY ATTORNEY – WAYNE COMENT

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Scope of Work

CITY OF VERO BEACH, FLORIDA

INVITATION TO BID

BID NO. 330-18/JO

Sealed Bids will be received by the Manager of Purchasing, **1053 20th Place, Vero Beach, Florida, 32960**, until 2:30 p.m., Thursday, January 10, 2019, and subsequently opened in a meeting to be held in the T&D Conference Room for the following:

**PAVEMENT MANAGEMENT SYSTEM
PUBLIC WORKS DEPARTMENT**

Bid Documents may be obtained from DemandStar.com, Inc. at <http://WWW.Demandstar.com>, Telephone No. (800) 711-1712. All inquiries shall be directed to the office of the Manager of Purchasing at (772) 978-5470.

All Bids shall be submitted in duplicate on the Bid Proposal forms provided within the Specifications and **provide one (1) USB drive that contains “all” of your documentation included in the original bid in a pdf format.** All Bidders/Contractors submitting proposals must be authorized to do business in the State of Florida. If said Bidders/Contractors are a corporation, partnership or limited liability company, they must be in continuous good standing, active and current with state of their incorporation or registration and the State of Florida and must keep their active and current status throughout the term of the contract. Any business located within the city limits of Vero Beach must provide a copy of their business occupational license at the time of award.

Bids must be sealed and plainly marked **“BID NO. 330-18/JO PAVEMENT MANAGEMENT SYSTEM”** on the outside of the envelope and addressed as follows:

By Mail:

City of Vero Beach
Manager of Purchasing
P.O. Box 1389
Vero Beach, FL 32961-1389

By Courier:

City of Vero Beach
Manager of Purchasing
1053 20th Place
Vero Beach, FL 32960

The City reserves the right to delay awarding of the Contract for a period of sixty (60) days after Bid Opening, to waive informalities in any Bid, or reject any or all Bids in whole or in part with or without cause and/or to accept the Bid that, in its judgment, will serve the best interest of the City of Vero Beach, Florida. Notwithstanding any clause or statement to the contrary, or in the event of any conflict, inconsistency or need for interpretation concerning any Bid or Bid-related documents, the provisions of Section 2-351, Vero Beach Code concerning Bidding Procedures and this Invitation to Bid shall control in this order.

Issued at Vero Beach, Florida this 6th day of December, 2018.

CITY OF VERO BEACH, FLORIDA

JAMES R. O'CONNOR
CITY MANAGER

CITY OF VERO BEACH, FLORIDA

INSTRUCTIONS TO BIDDERS

1. GENERAL

The following instructions are given for the purpose of guiding Bidders in properly preparing their Bids or proposals. These Instructions and the Invitation to Bid shall be binding on all Bidders, and incorporated into and made part of the Contract.

2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

The Bidder is required, before submitting his Bid, to visit the Site of the proposed Work and familiarize himself with the nature and the extent of the Work and any surface and subsurface conditions that may in any manner affect the Work to be done, and the equipment, materials, and labor required, and the cost thereof. The Bidder is also required to examine carefully any and all Contract Documents. Ignorance on the part of the Bidder will in no way relieve him of the obligations and responsibilities assumed under the Contract. No information derived from maps, Drawings, Specifications, or from the City, shall relieve the Contractor from any risk or from fulfilling all terms of the Contract.

3. INTERPRETATION OF THE APPROXIMATE QUANTITIES

The Bidder's attention is called to the fact that any of the quantities of Work shown on the Bid Schedule are approximate only and not guaranteed. For each unit of Work contained in the Bid Schedule, the City has the right to require greater or fewer units of Work to be performed than the quantities listed.

4. INTERPRETATIONS, INCONSISTENCIES AND ADDENDA

The Bidder must request interpretations or clarifications regarding the Contract Documents and any Specifications received prior to Bid Opening, in writing from the Manager of Purchasing. To be considered, such request must be received at least four (4) days prior to Bid Opening. The Manager of Purchasing will notify all prospective Bidders of any and all interpretations and supplemental instructions. These notices shall be in the form of written Addenda. The failure of any Bidder to receive any such Addenda shall not relieve the Bidder from the obligation to comply with the terms of the Addenda in addition to all other Contract Documents, should the Bidder submit a Bid and become the Contract Awardee. All Addenda so issued shall become a part of the Contract Documents. The City shall not be bound by any oral interpretations or clarifications.

By Mail:
City of Vero Beach
Manager of Purchasing
P.O. Box 1389
Vero Beach, FL 32961-1389

Telephone: (772) 978-5470

By Courier:
City of Vero Beach
Manager of Purchasing
1053 20th Place
Vero Beach, FL 32960

E-mail: purchase@covb.org

5. PREPARATION OF BIDS

All Bids shall include the Bid Proposal and such other forms and statements, such as the Questionnaire, and Bid Bond as are herein provided or otherwise required. The Bid Schedule must have all blank spaces filled in with a price for each lump sum item and for every item for which a quantity is given. All Bids must be typed or in ink and submitted in duplicate.

One Bid from any individual, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any individual, partnership, or corporation has an interest in more than one Bid for the Work contemplated, the City shall reject all Bids in which such individual, partnership, or corporation has such interest.

6. BID PRICING

The Bid price shall include the selling and delivering of all materials, equipment, tools, including applicable taxes, necessary or proper for the completion of the Work except as may be otherwise expressly provided for in the Contract Documents. The unit prices shall be construed as including all of Contractor's direct and indirect costs of doing the Work required, including such costs as insurance, obtaining required permits, testing, etc., unless otherwise expressly provided in the Contract Documents.

The Contractor shall familiarize himself with the requirements of the State of Florida pertaining to the exemption from State Sales Tax as it may apply to the City.

The City may consider Bids as nonresponsive if they contain serious omission, unauthorized alterations of form, unauthorized alternate Bids, incomplete or unbalanced Bid pricing (including via escalator clauses), or irregularities of any kind.

7. TIME OF COMPLETION

Time is of the essence. The Bidder shall include in the Bid Schedule the Time of Completion. The Time of Completion shall be stated as the total number of calendar days from and including the Commencement Date through the Completion Date. The City will consider the Time of Completion in evaluating the award of this Bid.

8. SUBMISSION OF BIDS

All Bid proposals must be delivered to the Manager of Purchasing, T&D Facility, 3455 Airport West Drive, Vero Beach, Florida, by the date and time indicated on the Invitation to Bid. Bidders must allow sufficient time for the Manager of Purchasing to time-stamp the sealed Bid by the time indicated in the Invitation to Bid.

All Bid proposals must be sealed in an envelope marked on the outside with Bidder's name, address, Bid number, description, and date.

EXAMPLE: By Mail:

City of Vero Beach
Manager of Purchasing
P.O. Box 1389
Vero Beach, FL 32961-1389

By Courier:

City of Vero Beach
Manager of Purchasing
1053 20th Place
Vero Beach, FL 32960

BID NO. 330-18/JO
BID DESCRIPTION PAVEMENT MANAGEMENT SYSTEM
BID DATE January 10, 2019 @ 2:30 p.m.

9. FAMILIARITY WITH LAWS

The Bidder is assumed to be familiar with all federal, state and local laws and regulations that may affect the Work. The Contract Documents may describe some of these laws and regulations; however, the Bidder is responsible for knowing and complying with any and all applicable laws and regulations. Ignorance on the part of the Bidder will in no way relieve him from the responsibility of compliance therewith.

10. REJECTION OF BIDS

The City reserves the right to reject any Bid, if the evidence submitted by the Bidder, or if the investigation of such Bidder, fails to satisfy the City that such Bidder is properly qualified to carry out the obligations and to complete the Work contemplated therein. Any or all Proposals will be rejected, if there is reason to believe that collusion exists among the Bidders. Proposals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or irregularities of any kind. The City reserves the right to reject any or all Proposals and to waive such technical errors as may be deemed best for the interest of the City.

11. WITHDRAWALS AND MODIFICATIONS

Any Bidder may, without prejudice to himself, withdraw or modify his Proposal at any time prior to Bid Opening, by physically delivering written notice of withdrawal or the written modification in writing to the Manager of Purchasing.

All written requests for withdrawal and written modifications must be signed by a person duly authorized to make such withdrawal or modification; and, in case signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification.

12. CONTRACT AWARD

The Contract Awardee, if any, shall execute the Contract, furnish good and sufficient bonds as herein required, and provide a certificate of insurance as herein required, within ten (10) days after receiving the Contract for execution. If the Contract Awardee fails to execute the Contract or furnish the bonds within such time, the City may annul the award and award the Contract to another Bidder, or take any other actions as authorized under Chapter 2, Article VIII, Division 2, Section 2-351 of the Vero Beach Code, including the award of the Contract to another Bidder. The new Contract Awardee, if any, shall fulfill every stipulation embraced herein as if he were the original party to whom award was made.

If the Contract Awardee is a corporation, it shall furnish certificates as to its corporate existence and evidence that the officer signing the Contract is authorized to do so on behalf of the corporation, prior to the City's execution of the Contract.

13. SUBLETTING OR ASSIGNING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof or the Work provided for therein or of any part or all of his right, title or interest therein without the express written consent of the City. Any such attempt without the prior written consent of the City shall be void ab initio and shall allow the City, at its option, to void the Contract.

14. PATENT FEES, ROYALTIES AND LICENSES

If the Contractor requires or desires to use any design, trademark, material or process covered by letters of patent or copyright, the Contractor and his Surety shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patented designs, trademark, material or process in connection with the Work agreed to be performed under the Contract and shall indemnify the City from any costs, expense or damage which he may be obliged to pay by reason of any infringement at any time during the prosecution of, or after completion of, the Work.

15. LIENS

Because the Work called for under the Contract is "public Work" under Chapter 255, Florida Statutes, the Contractor shall insert the following Article in all subcontracts hereunder:

"Notice: Claims for labor, materials and supplies cannot be asserted against the City of Vero Beach and are subject to proper prior notice to (Contractor's Name) and to (Contractor's Surety Company Name), Surety, pursuant to Chapter 255 of Florida Statutes. This Article shall be inserted in every sub-Contract hereunder."

16. FINANCIAL STATEMENT

If requested by the City, bidders may be required to provide a summary of their financial statement.

17. VARIANCES

Any variances to the specifications, terms, conditions, or any part of these documents shall be stated on the variance form of this document.

18. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 or CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

19. LOCAL PREFERENCE ORDINANCE

Section 2-352. Local Preference in Purchasing or Contracting.

A. Definitions.

(1) "Local business" shall mean a business that meets all of the following criteria:

(a) Has had a staffed and fixed office or distribution point with a verifiable street address, located within Indian River, Martin, or St. Lucie Counties for at least one (1) full calendar year immediately prior to the issuance of the request for competitive bids or request for proposals by the City. Post office boxes shall not be used or considered for the purpose of establishing a physical address; and

(b) Has had, for at least 12 months immediately prior to the date of the advertisement for the particular good or service being solicited, a current “Local Business Tax Receipt” issued by the City of Vero Beach, Indian River, Martin, or St. Lucie Counties, if applicable; and

(c) Holds any license or competency card required by Indian River County, if applicable, and;

(d) If the contract is awarded, will be the person or entity in direct privity of contract with the City of Vero Beach and not as subcontractor, or any lower-tier subcontractor, materialman, or supplier.

(2) “Non-local business” means a bidder that is not a local business, as defined herein.

B. Certification.

Any person or entity claiming to be a local business, as defined herein, and desiring to receive local preference, shall complete and submit, together with all required attachments, a “Local Business Certification Form” in the form provided by the City and contained within the bid package accompanying a public notice/advertisement. Any bidder who fails to complete and submit the “Local Business Certification Form” together with all required attachments with the bid shall not be granted local preference consideration for the purposes of that specific contract award. The Purchasing Division shall determine if a person or entity meets the definition of a “local business.”

C. Local preference in purchases by means of formal competitive bid. In connection with any solicitation to which this Ordinance applies, local preference may be given to local businesses in the following manner:

(1) When a qualified and responsive, non-local business submits the lowest price bid (herein, “Apparent Low Bidder”), and the bid submitted by one or more qualified and responsive local businesses is equal to or within five percent (5%) of the price submitted by the Apparent Low Bidder, then the local business with the apparent next-lowest qualified and responsive bid offer (herein, the “Lowest Local Bidder”) shall have the opportunity to submit an offer to match the price(s) offered by the Apparent Low Bidder as follows:

(a) The Purchasing Division shall invite, in writing, by e-mail, fax, or certified mail, the Lowest Local Bidder to submit a written matching offer to the Purchasing Division (herein “Invitation”);

(b) The Lowest Local Bidder may, but shall not be obligated to, submit a written, faxed or e-mailed matching offer to the Purchasing Department within five (5) business days after receipt of the Invitation;

(c) If the Lowest Local Bidder submits a written offer that matches the bid from the Apparent Low Bidder, such written offer shall be accepted and the Lowest Local Bidder shall be awarded the contract;

(d) If the Lowest Local Bidder submits a written offer that does not match the bid from the Apparent Low Bidder, such written offer shall be rejected; and

(e) Thereupon, the next successive lowest qualified and responsive local bidder, if and only if its bid is less than or within five percent (5%) of the Apparent Low Bidder, will receive the Invitation.

(f) This cycle shall be repeated until there are no remaining local bidders less than or within five percent (5%), then the award shall be made to the Apparent Low Bidder.

(g) If the Lowest Local Bidder and successive next lowest local bidders do not respond, decline, or are unable to match the Apparent Low Bidder bid price(s), then the award will be made to the Apparent Low Bidder.

D. Notice.

All solicitations that are subject to this Ordinance shall include the substance of this local preference Ordinance and the "Local Business Certification Form".

E. Exclusions and limitations.

(1) Waiver of local preference.

The application of this Ordinance to a particular purchase or contract of the City of Vero Beach may be waived only prior to bid solicitation/advertisement and with the approval of the City Council.

(2) The provisions of this Ordinance shall not apply where prohibited by federal law or Florida law, or under the conditions of any grant or other funding source.

(3) The provisions of this Ordinance shall not apply to contracts under the Consultants Competitive Negotiation Act (CCNA), Florida Statutes Section 287.055, as CCNA allows consideration of location in the evaluative process.

(4) The provisions of this Ordinance shall not apply to any procurement where the local nature of a business has been addressed through scoring criteria.

(5) The Purchasing Division shall be responsible for developing, implementing, and maintaining administrative procedures in support of this policy.

20. CONTRACT DRAWINGS AND INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

A. The Engineer shall decide all questions concerning the interpretation of all Contract Documents pertaining to the character, quality, amount, and value of any work done under or by reason of this Contract and his estimate and decisions shall be final and conclusive.

B. Items of material, equipment, machinery and the like may be specified on the Drawings and not otherwise specified in the Contract Documents. Such items shall be provided by the Contactor in accordance with the Drawings.

C. The Contractor shall keep one record of all Contract Documents at the site in good order and annotated to show all changes made during the construction process. The Contractor shall make these available to the Engineer and shall deliver to him for the City upon completion of the work.

21. CONTRACTOR TO CHECK DRAWINGS AND DATA

The Contractor shall verify all dimensions, quantities and details shown on any Drawings received from the Engineer, and shall notify the Engineer of any errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory, faulty construction, or improper operation resulting therefrom or from his responsibility to rectify such condition at his own expense. He will not be allowed to take advantage of any error or omissions, as full instructions will be furnished by the Engineer, should any error or omission be discovered. All schedules are given for the convenience of the Engineer and Contractor and are not guaranteed to be complete.

22. PROHIBITED COMMUNICATIONS

Bidders responding to the Invitation to Bid (ITB) shall not communicate in any way with the City Council, City Manager, or City staff, other than Purchasing personnel, regarding this ITB from the time of advertisement through the award. Such communication may result in disqualification.

23. DEVELOPMENT COST

Bidders should prepare their Bids simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of the Invitation to Bid (ITB). Under no circumstances shall the City or any official, employee, or representative of the City be liable for any expenses or costs incurred in connection with preparation or submittal of a response to this ITB whatsoever, whether or not the Bidder is awarded a contract or, if awarded, such contract is subsequently terminated or its performance delayed.

24. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:

In accordance with Section 287.135(2) of the Florida Statutes, "[a] company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of: (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or (b) One million dollars or more if, at the time of bidding on, or submitting a proposal for, or entering into or renewing such contract, the company: 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or 2. Is engaged in business operations in Cuba or Syria." Section 215.473 of the Florida Statutes defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit." By submitting a response to this solicitation or renewing a contract, a respondent certifies that it and those related entities of respondent as defined above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The City may terminate any contract resulting from this solicitation if respondent or any of those related entities of respondent as defined above by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

CITY OF VERO BEACH, FLORIDA

GENERAL CONDITIONS

1. DEFINITION OF TERMS

Where the following terms, or their pronouns, occur herein or in any of the Contract Documents, they shall have the following meanings:

A. Addendum

A modification of the Contract Documents issued in writing by the City prior to the Bid Opening.

B. Bid Opening

The time and place for the opening of Bids, as described in the Invitation to Bid.

C. Change Order

A written order issued by the City to the Contractor directing certain changes, additions, or reduction in the Work.

D. City ("Owner")

City of Vero Beach, P.O. Box 1389, Vero Beach, Florida 32961-1389.

E. Commencement Date

The date on which the Contractor may start the Work, as described in the Notice to Proceed.

F. Completion Date

The date on which all Contract Work, other than guarantee and maintenance Work, is required to be completed.

G. Contract

The written agreement between the City and the Contractor covering the Work to be performed, including all Contract Documents.

H. Contract Documents

All forms and documents comprising the Contract, including Invitation to Bid, Addendum as Required, Instructions to Bidders, General Conditions, Supplementary General Conditions, Sworn Statement, Questionnaire, Drug-Free Workplace Compliance Form, Bid Proposal, Bid Bond, Form of Agreement, Performance and Payment Bond, Affidavit, Final Payment Request by Contractor, and Periodic Estimate for Partial Payment, Technical Specifications, Drawings, and Change Orders.

I. Contractor

The individual, partnership, or corporation who, by executing the Contract, agrees to perform the Work described therein.

J. Drawings

The Drawings and reproductions thereof, prepared by the City, describing the locations, character, dimensions and details of the Work to be done under this Contract, including record and supplemental Drawings and, in addition, all shop Drawings submitted by the Contractor and approved by the Project Manager.

K. Extra Work

Work not included as a unit of Work described in the Bid Schedule and not reasonably related to or incidental to such Work.

L. Final Acceptance

Final approval and acceptance of the Project by the City of Vero Beach City Council. Unless otherwise specifically designated, it shall be the date on which the City Council authorizes Final Payment.

M. Notice to Proceed

A written notice issued by the City, designating the Commencement Date, the Time of Completion, and the Completion Date.

N. Right-of-Way

A strip of land dedicated, deeded, used or to be used for a street, alley, walkway, boulevard, or for ingress and egress by the public, certain designated individuals or governing bodies.

O. Site

The area upon or in which the Contractor is to perform the Work and such other areas adjacent thereto as may be designated as such by the City.

P. Specifications

All of the technical requirements and standards of performance applying to the Work as hereinafter detailed, designated by reference (e.g., on Drawings), or which may be stated in an Addendum.

Q. Subcontractor

Any individual, partnership, or corporation, other than the Contractor's employees, who Contracts with the Contractor to furnish, or actually furnishes, labor, materials, or equipment, or any combination thereof, in connection with the Work performed under the Contract.

R. Substantial Completion

The date on which the Project is substantially complete and ready for continuous use as determined by the Engineer; Also the date on which the Contract Time stops.

S. Surety

Any person, firm or corporation bound by the Contract bonds with and for the Contractor acceptable performance of the Work and for payment of all debts pertaining thereto.

T. Time of Completion

The total number of calendar days from and including Commencement Date through the Completion Date.

U. Work

Everything expressly or implied required to be done by the Contractor under this Contract, including furnishing and installing materials, as well as any Extra Work properly authorized by the City.

2. SCHEDULE OF WORK

Prior to beginning Work, the Contractor shall provide the City with a Work schedule setting out in detail his plan for completing the Work by the Completion Date. This Work schedule shall be reviewed by the City, and once approved, shall serve as a guide to the progress of construction and the performance of the Contractor.

3. EXTENSION OF TIME

The Contractor shall not be entitled to any claim for damages for any hindrances or delay from any cause whatsoever, but such hindrance or delay may entitle him to an extension of Contract Time and a recalculation of the Completion Date. Said extension shall be, as determined by the City, sufficient to compensate for the delay, provided it shall have immediate notice from the Contractor, in writing, of the cause and the probable length of the delay.

4. CONTROL, SUPERVISION AND INSPECTION OF THE WORK

A. The City shall have full control and direction of the Work in all respects. The City shall furnish all Drawings and Specifications necessary to carry out and complete the Work, unless otherwise specified herein, and shall have the right to supervise the Work as the City deems necessary.

- B. The City shall at all times have the right to inspect the Work and the Site. If requested by the City, the Contractor shall uncover any of the Work for inspection and replace same, all at the Contractor's expense. The Contractor shall furnish all reasonable means for obtaining such information as the City may desire, regarding the quality of the Work and materials and the manner of conducting the Work. The City shall not have the power to waive the Contractor's obligation to properly perform the Work as herein prescribed.
- C. The Contractor shall perform night Work only as directed or permitted by the City. The Contractor shall receive no extra payment for such Work.
- D. The City's right to inspect and supervise shall not relieve the Contractor from his responsibilities and obligations under the Contract. The City shall not be responsible for the safety of the Workmen, the safeguarding of the Work, or the proper performance of the Contractor.

5. SUPERINTENDENTS

When the Contractor is not present at the Site, any orders given by the City to the Contractor's foremen or superintendents shall be strictly obeyed and shall be treated in all respects as if given to the Contractor. Furthermore, the Contractor shall provide the City an emergency phone number to allow contact with him or his representative at times when he is not on the Site.

6. SUBCONTRACTORS

- A. The Contractor shall not sublet the whole or any part of the Work without the written consent and approval of the City. In all cases, the Contractor shall give his personal attention to the Work, the Subcontractors being considered as foremen employed by the Contractor and liable to be discharged by the City for neglect of duty or incompetency or misconduct.
- B. After acceptance of any Subcontractor by the City, the Contractor shall not replace the Subcontractor with a new Subcontractor without the written approval of the City.

7. EMPLOYEES

None but skilled foremen and Workmen shall be employed on Work requiring special qualifications. Any person employed on the Work who fails, refuses, or neglects to obey the instructions of the City in anything relating to this Work, or who appears to the City to be disorderly, insubordinate, unfaithful, or incompetent, shall, upon the order of the City, be at once discharged and not again employed on any part of the Work. Any interference with, or abusive or threatening conduct toward, any City employee by the Contractor or his employees or agents, shall be authority for the City to annul the Contract and relet the Work.

8. CHANGES IN SCOPE OF WORK; EXTRA WORK

While the City has tried to anticipate all Work required under and during the term of this Contract, the parties understand and agree that the Work required herein may require, without notice to the sureties, the performance of Extra Work or the omission of Work previously required. The City may, at any time and without notice to the sureties, require changes in the scope of Work under this Contract, as the City may find necessary or desirable. Such changes may include the omission of Work previously required.

- A. The City shall notify the Contractor of the change in scope via a Change Order, which shall become a part of the Contract Documents. If a Change Order directs Contractor to omit Work, the Contractor shall refrain from performing it.
- B. The Contractor shall perform Extra Work only pursuant to the issuance by the City of a Change Order. Records of any Extra Work performed by Contractor shall be reviewed daily by the Contractor and the City, duplicate copies of accepted records made and signed by both the Contractor or his representative and the City, and one (1) copy retained by each.
- C. Payment for Extra Work performed shall be calculated as described in General Conditions Article 9, as long as the Contractor submits a claim of payment upon certified statement supported by receipted bills. Such statements shall be submitted simultaneously with any materials submitted for progress payments as described in the Form of Agreement, for the preceding month's Extra Work.

9. PAYMENT FOR EXTRA WORK

If the City issues a Change Order for the performance of Extra Work as described in General Conditions Article 8, payment shall be based upon any mutually agreed upon lump sum or, if the parties cannot mutually agree upon sum, then by the following method, designed to provide the Contractor his direct costs plus a ten percent (10%) profit:

- A. The Contractor shall receive an amount for labor cost, based on the current local hourly wage rate, as agreed upon by the Contractor and the City prior to starting such Work, for all labor and foremen in direct charge of the authorized operations.
 - 1) The Contractor shall receive said amount for Contractor's or any Subcontractor's labor and foremen.
 - 2) The Contractor shall provide documentation satisfactory to the City as to the hours actually worked.

- B. The Contractor shall receive an amount equal to fifteen percent (15%) of the total labor cost, as computed in Sub-Article (A) above, for costs of general supervision and the furnishing and use of small tools and miscellaneous equipment, such as picks, shovels, hand pumps, and similar items.
- C. The Contractor shall receive an amount equal to the actual cost of materials delivered, except for any materials furnished by the City. Contractor shall document such costs to the City's reasonable satisfaction.
- D. The Contractor shall receive an amount equal to the rental price paid by Contractor, for any rented special equipment and machinery used by Contractor or any sub-Contractor, such as power driven pumps, concrete mixers, trucks, and tractors, or other equipment, as was required for the economical performance of the authorized Work.
- E. The Contractor shall receive a profit percentage of ten percent (10%) of the sum of Sub-Articles (A) through (D) of this Article.
- F. The Contractor's total reimbursement shall be the sum of Sub-Articles A through E of this Article.

10. OMITTED WORK

The City may, at any time by a written order and without notice to the Sureties, require the omission of such Work as the City may find necessary or desirable. All Work so ordered must be omitted by the Contractor. The amount by which the Contract price shall be reduced shall be determined as follows:

- A. By such applicable unit prices, if any, as are set forth in the Contract; or
- B. If there are no applicable unit prices, then by an appropriate lump sum price, if any, set forth in the Contract; or
- C. If there be no such lump sum price, then by the reasonable and fair estimated cost of such omitted Work as determined by the City.

11. TERMINATION OF CONTRACT

- A. The occurrence of any of the following shall constitute a default by the Contractor and shall provide the City with a right to terminate this Contract in accordance with this Article, in addition to the right to pursue any other remedies, which the City may have under this Contract or under law:
 - 1) If, in the City's opinion, the Contractor is improperly performing Work or violating any provision(s) of the Contract Documents;

- 2) If the Contractor neglects or refuses to correct defective Work or replace defective parts or equipment, as directed by the City pursuant to an inspection;
 - 3) If, in the City's opinion, the Contractor's Work is being unnecessarily delayed and will not be finished within the prescribed time;
 - 4) If the Contractor assigns this Contract or any money accruing thereon or approved thereon; or
 - 5) If the Contractor abandons the Work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property.
- B. The City shall, before terminating the Contract for any of the foregoing reasons, notify the Contractor in writing of the grounds for termination and provide the Contractor with ten (10) calendar days to cure the default to the reasonable satisfaction of the City.
- C. If the Contractor fails to correct or cure within the time provided in the preceding Sub-Article B, the City may terminate this Contract by notifying the Contractor in writing. Upon receiving such notification, the Contractor shall immediately cease all Work hereunder and shall forfeit any further right to possess or occupy the Site or any materials thereon; provided, however, that the City may authorize the Contractor to restore any Work Sites.
- D. The Contractor, and where applicable, the Contractor's sureties, shall be liable for:
- 1) Any new cost incurred by the City in soliciting Bids for and letting a new Contract;
 - 2) The difference between the cost of completing the new Contract and the cost of completing this Contract; and
 - 3) Any court costs and attorneys' fees associated with any lawsuit undertaken by the City to enforce its rights herein.

12. SAFETY; MAINTAINING THE SITE

- A. The Contractor shall maintain safety at all times in cooperation with the City. The Contractor shall be responsible for any damage to existing utilities, property, or persons arising out of the Contractor's Work at the Work Site. The Contractor shall take precautions as are necessary to protect the public, the City and its employees, and the Contractor's employees from hazards associated with the Contractor's use and occupancy of the Work Site, in cooperation with the City.

- B. The Contractor shall maintain the Work Site in a safe and reasonable condition. For any period, including weekends and holidays, during which Work is halted, Contractor shall ensure that the Work Site on which Work has been halted is in a condition that is clean, orderly, and satisfactory to the City.

13. RISK OF LOSS

All costs due to delays in handling of materials and equipment, and loss, theft, or damage to all materials, equipment, and supplies sold and delivered to the City shall be the responsibility of the Contractor until the City provides final acceptance thereof.

14. SUSPENSION OF WORK

The City shall have the right to require the Contractor to suspend Work during inclement weather. The City may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than thirty (30) days by notifying the Contractor to cease Work. The City's decision as to suspensions shall be final and binding. Whenever the Contractor is required to suspend Work for any reason, the Contractor shall secure the Site and protect the Work, so as to preserve the Site and the Work from damage, destruction, and loss.

15. CLEAN UP OF SITE

Before final acceptance of the Work by the City, Contractor shall restore and clean the Work Site, and make permanent or remove all temporary services in accordance with all applicable requirements identified elsewhere herein.

16. ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended invention, or patent of any articles, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of this Work or appurtenances, are hereby included in the prices stipulated in this Contract for said Work.

17. INDEMNIFICATION

- A. Contractor agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to City) City, its council members, directors, officers, employees, partners, principals, Contractors, agents, representatives, and each of them, against any and all administrative and judicial proceedings and orders, charges, claims, costs, damages, demands, expenses, fines, judgments, liabilities, losses, penalties, and remedial actions of any kind, including the costs of any hazardous materials remedial actions of any kind and all other related costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees and the costs of

defense arising out of injury to persons, including, but not limited to death, or damage to property, caused by, directly or indirectly, in whole or in part, the negligence of Contractor in the performance of the Work set forth in the Contract Documents.

- B. The indemnification and hold harmless provisions set forth in paragraph 17A. above, shall be binding upon the successors, assigns, and sub-contractors of Contractor.

18. INSURANCE

Before starting the Work and until final acceptance of the Work by the City, the Contractor shall procure and maintain insurance of the types and to the limits specified in the Attachment Section of the document. Further, the Contractor shall require each of his Subcontractors to procure and maintain, until completion of that Subcontractor's Work, insurance of types and to the limits specified in Attachment Section of document. It shall be the responsibility of the Contractor to ensure that all of his Subcontractors comply with all of the insurance requirements contained herein relating to such Subcontractors.

Certificates of Insurance evidencing the insurance coverage specified herein shall be filed with the City before Work is begun. The required Certificates of Insurance not only shall name the types of policies provided, but also shall refer specifically to this Contract and the specific Contractual provisions thereof which require such insurance, and shall state that such insurance is as required by this Contract. If the initial insurance expires prior to the completion of the Work, renewal Certificates of Insurance and required copies of policies shall be furnished thirty (30) days prior to the date of their expiration.

19. INTERPRETATION OF SPECIFICATIONS

- A. The City shall decide all questions concerning the interpretation of all Contract Documents pertaining to the character, quality, amount and value of any Work done under or by reason of this Contract and the City's interpretations and decisions shall be final and conclusive.
- B. The Contractor shall keep one (1) record of all Contract Documents at the Site in good order and annotated to show all changes made during the construction process. The Contractor shall make these available to the City and shall deliver the record to the City upon completion of the Work.

20. DISPUTED WORK

If the Contractor is of the opinion that any Work required, necessitated, or ordered is not within the terms and provisions of this Contract, he must promptly notify the City, in writing, of his contentions with respect thereto and request a final determination thereon.

If the City determines that the Work in question is not Extra Work, and that the order complained of is proper, the City will direct the Contractor to proceed and the Contractor shall promptly comply.

Final determination and decisions, in case any question shall arise, shall constitute a condition precedent to the right of the Contractor to receive any money therefor, until the matter in question has been determined.

21. NO WAIVER OF LEGAL RIGHTS

- A. The City shall not waive any rights hereunder by making any payment of any kind, or accepting any Work, unless expressly stated otherwise. The consent by City to any act by Contractor shall not be deemed to imply consent or to constitute a waiver of a breach of any provision of the Contract or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between City and Contractor be construed to waive or lessen the right of City to insist upon the performance by Contractor in strict accordance with the provisions of the Contract.
- B. The City reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet requirements of the Contract. The City further reserves the right, should conclusive proof of defective Work on the part of the Contractor be discovered after the Final Payment has been made, to claim and recover, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work.
- C. Any waiver of any provision of the Contract Documents shall be specific, shall apply only to the particular item or matter concerned and shall not apply to other similar or dissimilar items or matters.

22. DEFECTIVE WORK

- A. If, at any time, before final acceptance of the Work, defects therein shall be found, the Contractor shall promptly correct such defects, remove and dispose of all defective or unsatisfactory Work or materials, and supply others in accordance with the Contract. Previous construction of such Work will not relieve the Contractor of the responsibility for good Work or materials, although the defects may have been overlooked by the City, or may have been the result of damage from any cause.
- B. Should the Contractor fail or refuse to remove and renew any defective Work performed, or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of the Contract within the time indicated in writing, the City shall have the authority to cause the unacceptable or defective Work to be removed or renewed, or such repairs as may be necessary to be made at the Contractor's expense. Continued failure or refusal on the part of the Contractor to make any or all

necessary repairs, promptly, fully, and in an acceptable manner, shall be sufficient cause for the City to declare the Contract forfeited, in which case the City, at its option, may purchase materials, tools, and equipment and employ labor or may contract with any other individual, firm or corporation, or may proceed with its own forces to perform the Work.

- C. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him, or shall be charged against the Contract Bond.
- D. At the request of the City, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore said portions of the Work to the standard required by the Contract Documents. Should the Work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for by Change Order; but should the Work so exposed or examined prove unacceptable, the uncovering or removing and replacing of the covering or making good of the parts removed shall be at the Contractor's expense.
- E. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect be discovered, or obligate the City to final acceptance.

23. TOOLS & EQUIPMENT

If, at any time before the commencement or during the progress of the Work, tools or equipment appear to the City to be insufficient, inefficient or inappropriate to secure the quality of Work required or the proper rate of progress, the City may order the Contractor to increase their efficiency, to improve character, to augment their number or substitute new tools or equipment, as the case may be, and the Contractor shall conform to such order. The failure of the City to demand such increase of efficiency shall not relieve the Contractor of his obligation to secure the quality of Work and the rate of progress necessary to complete the Work within the time required by the Contract and to the satisfaction of the City.

24. TESTING

The Contractor shall perform, or obtain the performance of, any testing required herein. The Contractor shall bear the cost of any testing required under the Contract, as well as any retesting required as a result of failures. The Contractor's Bid prices shall be construed as including the cost of any such testing or retesting.

25. PERMITS & FEES

The successful bidder (Contractor) shall be responsible for obtaining and paying the respective fees of all local government permits. Payment for the cost associated with this obligation will be reimbursed by the City upon presentation of paid receipt and/or copy of said permit (as determined by the City).

26. MISCELLANEOUS

A. Notice:

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be:

- 1) in writing;
- 2) delivered (to the addresses listed in this Article 26, below, or such other address as the Parties may provide to each other in writing) by one of the following means:
 - (a) by hand;
 - (b) by overnight mail service (such as Federal Express); or
 - (c) by certified mail, postage prepaid, and certified return receipt requested

to the following address, or such other address as the Parties may provide to each other in writing:

To: [Name of Division]
Attn: [Contact] [Title]
Name of Company
Street Address
City / State / Zip Code
Telephone: (xxx)xxx-xxxx
Facsimile: (xxx)xxx-xxxx

With a copy to: [Name of Division]
Attn: [Contact] [Title]
Name of Company
Street Address
City / State / Zip Code
Telephone: (xxx)xxx-xxxx
Facsimile: (xxx)xxx-xxxx

To CITY:

City of Vero Beach, Florida
Monte Falls, Director of Public Works
P. O. Box 1389
Vero Beach, FL 32961-1389
Telephone: (772) 567-2144
Facsimile: (772) 778-7496

With a copy to:

City of Vero Beach, Florida
Carol Shoaf, Contract Administrator
1053 20th Place
Vero Beach, FL 32960
Telephone: (772) 978-5470
Facsimile: (772) 770-6860

A copy of any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement may also be sent via facsimile. However, delivery via facsimile shall not constitute an alternative or substitute means of delivery (i.e., notice must still be sent via hand delivery, over night mail, or certified mail return receipt requested as set forth, above).

B. The parties expressly recognize that the relationship between the City and the Contractor is that of independent Contractors, and that neither the Contractor nor any of his servants, agents or employees shall ever be considered to be an agent, servant or employee of the City.

C. Severability

In the event that any provision of this Agreement shall be held unconscionable, unenforceable, or void for any reason by any tribunal of competent jurisdiction, it is agreed that the provision in question shall be modified to eliminate the elements of concern to the tribunal and as modified shall be binding on the parties hereto. The remaining provisions shall not be affected by the action of any tribunal or modification of such provision, and shall remain in full force and effect.

D. Choice of Law; Venue

The validity, interpretation, and enforcement of this Agreement shall be governed by the laws of Florida without regard to conflict of law applications. Indian River County, Florida, shall be proper venue for any litigation involving this Agreement. Any legal proceedings of any nature brought by either Party to enforce any right or obligation arising out of this Agreement shall be submitted to trial without jury before any court of competent jurisdiction in Indian River County, Florida. The Parties consent and submit to the jurisdiction of any such court in Indian River County, Florida, and agree to accept service of process outside the state of Florida in any matter submitted to any court pursuant hereto.

E. Attorneys' Fees

The prevailing party in any litigation, arbitration or mediation relating to this Agreement shall be entitled to recover its reasonable attorneys' fees and costs from the other party for all matters, including, but not limited to, appeals.

F. Article Headings For Convenience Only

The Article headings, and underlined sub-article headings, hereof are inserted for convenience of reference only, are not a part hereof, and shall have no effect on the construction or interpretation of this Contract.

27. GRATUITIES

City may, by written notice to Contractor, cancel this Contract without liability to Contractor if it is determined by City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of City with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a Contract. In the event this Contract is canceled by City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.

28. PUBLIC RECORDS COMPLIANCE

Contractor's responsibility for compliance with Chapter 119, Florida Statutes. Pursuant to Section 119.0701, F.S., Contractor agrees to comply with all public records laws, specifically to:

- A. Keep and maintain public records required by the CITY to perform the service.
- B. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)
- C. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. CONTRACTOR'S records under this Agreement include but are not limited to, supplier/sub Contractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
- D. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided for by law. If an CONTRACTOR does not comply with the CITY's request for records, CITY shall enforce the provisions in accordance with the contract.
- E. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to CITY.

F. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon the completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF VERO BEACH CLERKS OFFICE CUSTODIAN OF PUBLIC RECORDS AT (772)978-4700, CITYCLRK@COVB.ORG OR PO BOX: 1389, VERO BEACH, FL 32961.**

G. A CONTRACTOR who fails to provide the public records to the CITY within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes. Upon award recommendation or thirty (30) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary with reference to the specific statutory exemption. Document files may be examined, during normal working hours.

29. INVOICE & PAYMENT

In General. The Contractor shall submit invoices for payment due as provided herein with such documentation as required by the City. The City will make payment(s) to the Contractor for the Work in accordance with the applicable provisions of Article VII, Chapter 218, Florida Statutes, "The Local Government Prompt Payment Act" ("Prompt Payment Act"). Invoices and other required documentation shall be submitted to the address provided in the Contract form, or if not provided on said Contract form, by the ordering City department.

Each invoice shall include, at a minimum, the Contractor's name, contact information and reference to the Contract, purchase order, or other City reference.

The City may dispute any payments invoiced or requested by the Contractor in accordance with the applicable provisions of the Prompt Payment Act and any such disputes shall be resolved in accordance with said provisions in conjunction with the City's general appeal process provided in section 2.201, et seq. of the City of Vero Beach Code of Ordinances.

All invoices shall be mailed to:

Accounting Division
City of Vero Beach
Post Office Box 1389
Vero Beach, Florida 32961 1389

CITY OF VERO BEACH, FLORIDA

SUPPLEMENTARY GENERAL CONDITIONS

1. SHOP DRAWINGS

The Contractor shall submit shop Drawings of all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures, and manufactured articles. The purpose of the shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, and details of the item and evidence of its compliance or non-compliance with the Drawings and Specifications.

2. CONFLICTS

The following principles shall apply in resolving any conflict among or ambiguity in the Contract Documents:

- A. The Supplementary General Conditions shall have priority over the General Conditions and Form of Agreement in case of conflict. The Technical Specifications shall take precedence over all other Contract provisions.
- B. Full size details shall take precedence over scale Drawings and large scale Drawings shall take precedence over small scale Drawings. Dimensions given in figures shall take precedence over scaled dimensions.
- C. When measurements are affected by conditions already established or where items are to be fitted into constructed conditions, it shall be the Contractor's responsibility to verify all such dimensions at the Site and the actual job dimensions shall take precedence over scaled or calculated dimensions on the Drawings.

3. COORDINATING WITH OTHER CITY PROJECTS

- A. The City reserves the right to let other Contracts in connection with this project. The Contractor shall afford other Contractors a reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate his Work with theirs.
- B. If any part of the Contractor's Work depends for proper execution or result upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the City of Vero Beach any defects in such Work that render it unsuitable for such proper execution and results. His failure to inspect and report shall constitute his acceptance, at his own risk, of the other Contractor's Work as fit and proper for the reception of this Work, except as to defects which may develop in the other Contractor's Work after the execution of the Work under this Contract.

4. UTILITIES AND STRUCTURES RELOCATED, EXISTING AND OTHERS:

- A. General: Existing utilities, structures, and facilities shown on the Drawings were located as accurately as possible from the City's records. Guarantee is not made that all existing utilities and structures are shown or that those shown are entirely accurate.

In order to assure himself of the actual location of such facilities, the Contractor shall notify each utility company involved at least ten (10) days prior to the start of construction and during construction to arrange for positive underground location. The Contractor is required by State law to notify the SUNSHINE STATE ONE CALL CENTER at 1-800-432-4770 a minimum of forty-eight (48) hours prior to any excavation.

Contractor shall notify and coordinate with the utility companies where their facilities may be in conflict with or endangered by the proposed construction. Relocation for the convenience of the Contractor shall be paid for by the Contractor. Temporary support of adjacent utilities, if required, shall be the responsibility of the Contractor. The Contractor shall schedule his work in such a manner that he is not delayed by the utility companies relocating or supporting their utilities. No compensation will be paid to the Contractor for any loss of time or delay. The Contractor shall coordinate his activities with City of Vero Beach, Comcast Cable, AT&T, Florida City Gas and other utility companies as may be appropriate in order to maintain utility service and minimize the amount of interference and interruption.

All overhead, surface or underground facilities and utilities encountered that are to remain in place shall be carefully protected from injury or displacement. All damage to such structures is to be completely repaired, at no expense to the City, within a reasonable time; needless delay will not be tolerated. If not repaired within a reasonable time, the City reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the Contractor. All such repairs made by the Contractor are to be made to the satisfaction of the utility owner and City. All damaged utilities, structures, etc. must be replaced or prevented from leaking or malfunctioning and are to be inspected by the utility owner and City prior to backfilling. No additional cost shall be paid for this work.

- B. Cooperation with Utility Owners: The Contractor shall cooperate with the owners of other underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication or rearrangement work may be reduced to a minimum, and that services rendered by the utility owners will not be unnecessarily interrupted.

In the event of interruption of other utility services as a result of accidental breakage or as a result of their being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the authority in the prompt restoration of service. If service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

5. APPLICABLE STANDARDS

All standards referred to herein shall mean the latest revision under the same specification number or for those provisions in the new or revised Specifications which are clearly inapplicable. The following abbreviations have been used in referring to other standards:

NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Associates
IEEE	Institute of Electrical and Electronic Engineers
OSHA	Occupational Safety and Health Administration
ASME	American Standard of Mechanical Engineers
ANSI	American National Standards Institute
NFPA	National Fire Protection Association
AISC	American Institute of Steel Construction
AWS	American Welding Society
EPA	Environmental Protection Agency
ASTM	American Society of Testing Materials
FDEP	Florida Department of Environmental Protection

Whenever a conflict exists between these standards and the Contract Documents, the Contract Documents shall govern. In the event of a conflict among any of the above codes and standards, the one having the most stringent requirements shall take precedence unless otherwise approved in writing by the City.

6. SECURITY OF WORK AREA

Work area must be maintained to allow access to all operating equipment in the construction area.

7. QUALITY OF ITEMS AND WORKMANSHIP

All materials and equipment furnished for this project shall be new and unused. Any materials or equipment which, in the opinion of the City, have become excessively weathered or damaged since manufacture, shall not be considered as new. Workmanship shall be first class and the finished product equal to the best accepted standards of the trade for the category of Work performed. All Work shall be performed by experienced, skilled tradesmen.

8. MATERIALS DISPOSAL AND CLEANUP

The Contractor shall comply with all pertinent local, state and federal and any other regulatory agency. The Contractor shall be responsible for the disposal of all hazardous and non-hazardous materials in accordance with EPA, FDEP, and OSHA requirements. Additionally, the Contractor shall comply with all regulatory requirements for the clean-up of all spills as a result of the Work performed.

9. CONTRACTOR SAFETY

- A. The Contractor shall ensure that all personnel meet OSHA and ANSI requirements for the Work being done.
- B. Any Contractor personnel not wearing required safety equipment or complying with all safety standards and requirements will be removed from the Work Site until such time as appropriate safety equipment is worn or standards observed.

10. MISCELLANEOUS

The City reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet requirements of the Contract. The City further reserves the right, should conclusive proof of defective Work on the part of the Contractor be discovered after payment has been made, to claim and recover by process of law such sums as may be sufficient to correct the error or make good the defects in the Work.

11. TERMINATION FOR CONVENIENCE

Owner may at any time and for any reason terminate Contractor's services and work for Owner's convenience. Upon receipt of notice of such termination, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement and the specifications; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by Owner. Contractor shall not be entitled to any other claim for compensation or damages against Owner in the event of such termination.

12. FORCE MAJEURE

Except as otherwise expressly provided herein, City and Contractor shall not be liable for any failure or delay in the performance of its obligations under this Agreement due to causes not reasonably within its control, including, but not limited to, acts of civil or military authority, including courts and regulatory agencies, superior governmental authority, God, war, riot or insurrection, inability to obtain required construction permits, blockages, embargoes, sabotages, epidemics, fires, floods, strikes, lockouts or other labor difficulties, provided such labor difficulties do not arise from inequitable labor practices. In the event of any failure or delay resulting from such causes upon notice to the other party within five (5) business days of occurrence of the event giving rise to the delay the time for performance hereunder shall be extended for a period of time reasonably necessary to overcome the effects of such delays. In the event any such failure or delay shall last for a period of more than ten (10) calendar days, then either Party may terminate this Agreement forthwith, in whole or in part, by notice in writing to the other.

13. INSPECTION

The City shall at all times have the right to inspect the Work. The Contractor shall furnish all reasonable means for obtaining such information as the City may desire, respecting the quality of the Work and materials and the manner of conducting the Work. The City shall not have the power to waive the Contractor's obligation to properly perform the Work as herein prescribed.

**DRUG-FREE WORKPLACE COMPLIANCE FORM
IDENTICAL TIE BIDS**

Preference shall be given to business with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or Contractual services, a Bid received from a business that certifies that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors has a drug-free Workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or Contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employer's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____ }

County of _____ }

_____, being first duly sworn, disposes and says that: (Name/s)

1. They are _____ of _____ the Bidder that
(Title) (Name of Company)
 has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City/County or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____
(Date)

by: _____ who is personally known to me or who has produced

_____ as identification and who did (did not) take an oath.

Notary Public

Commission No. _____

BID PROPOSAL

INVITATION TO BID NO: 330-18/JO

To: The City Manager
City of Vero Beach
P.O. Box 1389
Vero Beach, Florida 32961

The Undersigned Bidder has carefully examined the Contract Documents and any and all Work Sites. The undersigned is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done, and the equipment, materials and labor required.

The undersigned agrees to do all the Work in accordance with the Contract Documents and according to the standards of quality and performance established by the City, for the unit prices as provided in the attached Bid Schedule, for each of the items or combination of items stipulated. It is understood that certain quantities shown in the Bid Schedule are approximate only, subject to increases and decreases, and for the purpose of Bid comparisons for determination of low Bidder. It is further understood that payment will be in accordance with actual quantities placed in the construction as more specifically provided in the Contract Documents. The undersigned further agrees as follows:

1. To do any Work, not covered by the Bid Schedule, which may be ordered by the City upon authorization by the City, and to accept as full compensation therefore such prices as may be agreed upon, in writing, by the City and the Contractor in accordance with Articles 8-9, of the General Conditions.
2. To begin and complete Work as required in the Notice to Proceed.
3. To reimburse the City of Vero Beach liquidated damages in the amount and under the conditions specified in the Contract Documents.
4. To insert in all Contracts at every tier the notice stated in Article 16 of the Instructions to Bidders.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

LOCAL BUSINESS CERTIFICATION FORM

- 1. "Local business" shall mean a business that meets all of the following criteria:
 - (a) Has had a staffed and fixed office or distribution point, with a verifiable street address, located within Indian River; Martin; or St. Lucie County for at least one (1) full calendar year immediately prior to the issuance of the request for competitive bids or request for proposals by the County. Post office boxes shall not be used or considered for the purpose of establishing a physical address; and
 - (b) Has had, for at least 12 months prior to the date of the advertisement for the particular good or service being solicited, a current "Local Business Tax Receipt" issued by; Indian River; Martin; or St. Lucie County, if applicable; and
 - (c) Holds any license or competency card required by Indian River County; if applicable; and
 - (d) If the contract is awarded, will be the person or entity in direct privity of contract with City of Vero Beach and not as subcontractor, or any lower-tier subcontractor, materialman, or supplier.

1. Company Name: _____

2. Address: _____

3. If applicable, Contractor License or Competency Card #: _____

4. PLEASE ATTACH COPY OF CONTRACTOR LICENSE OR COMPETENCY CARD.

5. If applicable, Business Tax Receipt #: _____

6. PLEASE ATTACH COPY OF BUSINESS TAX RECEIPT.

7. Phone Number: _____ Fax Number: _____

8. I hereby certify that, If the contract is awarded, the entity set forth in item 1 above will be the person or entity in direct privity of contract with Indian River County and not as subcontractor, or any lower-tier subcontractor, materialman, or supplier.

Signature: _____

Name and Title: _____

VENDOR PLEASE DO NOT COMPLETE BELOW

To be completed by an authorized representative from City of Vero Beach:

Meets definition of Local Business ___ YES ___ NO

If NO, provide reason:

_____ Date: _____

(Authorized Signature)

To receive Local Bid preference, this certification and copies of all required documents must be submitted with your Bid package.

EQUAL OPPORTUNITY REPORT STATEMENT

The Bidder (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- 1) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 2) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- 3) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Vero Beach or other local, state or federal government agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the City of Vero Beach or other local, state or federal government agency as appropriate, and shall set forth what efforts it has made to obtain the information.

- 4) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Vero Beach or other local, state or federal government agency may determine to be appropriate, including, but not limited to:
- a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b) cancellation, termination or suspension of the contract, in whole or in part.
- 5) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City of Vero Beach or other local, state or federal government agency may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the City of Vero Beach to enter into such litigation to protect the interests of the City of Vero Beach.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.”

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business as a supplier of these materials/services?

2. What is the last project of this nature that you have completed?

3. Have you ever failed to complete Work awarded to you; if so, where and why?

4. Name five (5) individuals or corporations for which you have performed Work of this size and nature to which you refer:

_____ Phone _____ Email _____

_____ Phone _____ Email _____

_____ Phone _____ Email _____

_____ Phone _____ Email _____

_____ Phone _____ Email _____

5. Have you personally inspected the proposed Work and have you a complete plan for its performance?

6. Will you sublet any part of this Work? If so, give details:

7. What equipment do you own that is available for the Work?

8. What equipment will you purchase for the proposed Work?

9. What equipment will you rent for the proposed Work?

10. Minority Business Statement:

Is your firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? YES or NO

11. State the true, exact, correct, and complete name of the partnership, corporation, limited liability company, or trade name under which you do business, and the address of the place of business. (If a partnership, state the name of all partners. If a corporation, state the name of the President and Secretary. If a Limited Liability Company, state the names of all members. If a trade name, state the names of the individuals who do business under the trade name.)

(Correct Name of Bidder)

a. The business is a Sole Proprietorship, Partnership, Corporation, or Limited Liability Company.

b. The address and phone number of principal place of business is

c. The names of the partners, corporate officers, members, or individuals doing business under a trade name, are as follows:

(Bidder)

FORM OF AGREEMENT

**BID NO. 330-18/JO
PAVEMENT MANAGEMENT SYSTEM**

THIS AGREEMENT made and entered into as of the _____ day of _____, 2019, by and between

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

CITY, STATE, ZIP CODE: _____

hereinafter called the Contractor, and the CITY OF VERO BEACH, a municipal corporation organized and existing under the Laws of the State of Florida and located in Indian River County, Florida, hereinafter called the City.

WITNESSETH:

That the Contractor and the City, for the consideration hereinafter named, agree as follows:

Article 1. SCOPE OF WORK - The Contractor shall perform all the Work as described in the Documents entitled “**BID NO. 330-18/JO PAVEMENT MANAGEMENT SYSTEM**” for the City of Vero Beach, Florida, and shall do everything required by this Form of Agreement and any other Contract Documents.

Article 2. COMMENCEMENT AND TERM - The Contractor shall commence Work under this Contract within _____ (____) calendar days after the Commencement Date, as described in the Notice to Proceed, and shall complete the Work within _____, unless the City grants Contractor an extension of time or request additional service as described herein.

The term of this Contract shall three (3) years. The City Manager is authorized to renew this Contract for an additional three (3) years subject to satisfactory performance, vendor acceptance, and the determinations that renewal of this Contract is in the best interest of the City.

Article 3. THE CONTRACT SUM - The City shall pay Contractor for performance of the Contract, subject to additions and deductions provided therein, in current funds as follows:

Written Amount: _____

Numerical Amount: _____

Article 4. PROGRESS PAYMENTS - The City will make progress payments, based on a calculated percentage of Work which the Contractor has completed. The City shall make such progress payments on or about the 10th of each month for the previous month's Work, so long as Contractor has submitted an Estimate for Progress Payment. Ten (10%) percent of the amount due and payable to the Contractor will be retained from each progress payment, to ensure that the Contractor completes all Work under this Contract and complies with all obligations hereunder.

The City will certify all requests for progress payments before presenting them to the City Finance Department for payment. If the Contract is in a sum less than \$25,000, a single final payment will be made upon the City's acceptance of all Work.

Article 5. FINAL PAYMENT - Before final payment, the Contractor shall submit evidence satisfactory to the City that all payrolls, material bills, and other indebtedness connected with the Work have been paid. The City shall have the right to demand and receive from the Contractor before making final payment, an affidavit stating that the Contractor has made payment in full for all labor, services and materials incorporated into the Work corresponding to the progress or final payment to be made. The City shall rely on said affidavit at face value.

The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor and the City, other than any claims the City may have arising from unsettled liens or from faulty Work appearing after final payment. The City may withhold from final payment such amounts as may be described elsewhere herein.

Article 6. INDEMNIFICATION AND INSURANCE - The Contractor shall indemnify City, as provided in Article 17, General Conditions, and procure and maintain insurance provided in Article 18, General Conditions, and Attachment "Insurance Requirements" and, to the extent required in said Articles or Attachment, require any and all Subcontractors to do the same.

Article 7. LIQUIDATED DAMAGES - The parties, recognizing that time is of the essence and that it would be impossible to determine the City's damages in the event that the Contractor fails to complete the Contract by the Completion Date, hereby agree that the Contractor shall pay, as liquidated damages, the sum of Two Hundred and no/100 (\$200.00) Dollars for each calendar day beyond the Completion Date that Contractor fails to complete the Work. The parties further agree that the City may withhold such liquidated damages from any payment due the Contractor.

Article 8. CONTRACTOR'S REPRESENTATIONS - In order to induce the City to enter into this Contract, the Contractor makes the following representations:

- A. The Contractor has familiarized himself with the nature and extent of his obligations under this Contract. Contractor has familiarized himself with the Work Site, locality, and all local conditions and laws and regulations that in any manner may effect his costs, progress, or performance.

- B. The Contractor has carefully studied, or will carefully study, all reports of explorations and tests of subsurface conditions and Drawings of physical conditions which are identified or provided in this Contract or prior to any Work Order and accepts or shall accept the accuracy of any technical data contained in such reports and Drawings, upon which Contractor is entitled to rely.
- C. The Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies (in addition to those referred to in Sub-Article B, above) pertaining to the subsurface or physical conditions at or contiguous to the Site or otherwise affecting his performance, as the Contractor considers necessary for the performance at the Contract Price and in accordance with the other terms and conditions of this Contract.
- D. The Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- E. The Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the Site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including other revisions specified elsewhere herein.
- F. At the time of entering into the Contract, the Contractor has given the City written notice of all conflicts, errors, and discrepancies that the Contractor had discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Contractor.

Article 9. CONTRACT UNIT PRICES - The unit prices contained in the Bid Schedule are incorporated herein, with changes as noted, and made a part of this Contract.

TITLE: BID NO. 330-18/JO PAVEMENT MANAGEMENT SYSTEM

WITNESSED BY:

(NAME OF CONTRACTOR/COMPANY)

Sign: _____

Print: _____

Sign: _____

Print: _____

Title: _____

Sign: _____

Print: _____

Sign: _____

Print: _____

Title: _____

(CORPORATE SEAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____ as _____, and _____ as _____, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did (did not) take an oath.

NOTARY PUBLIC

Sign: _____

Print: _____

State of _____ at Large (seal)

Commission No.: _____

My Commission Expires: _____

TITLE: BID NO. 330-18/JO PAVEMENT MANAGEMENT SYSTEM

ATTEST:

CITY OF VERO BEACH:

Sign: _____
TAMMY K. BURSICK
City Clerk

Sign: _____
Harry Howle III
Mayor

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Harry Howle III, Mayor of the City of Vero Beach, and attested by Tammy K. Bursick, as City Clerk of the City of Vero Beach, Florida. They are both known to me and did not take an oath.

NOTARY PUBLIC

Sign: _____
Print: _____
State of Florida at Large (seal)
Commission No.: _____
My Commission Expires: _____

ADMINISTRATIVE REVIEW
(For Internal Use Only – Sec. 2-77 COVB Code)

Approved as to technical requirements:

Approved as conforming to municipal policy:

Monte Falls, Director of Public Works Date

James R. O'Connor, City Manager Date

Approved as to form and legal sufficiency:

Approved as to budget sufficiency:

Wayne Coment, City Attorney Date

Cynthia D. Lawson, Director of Finance Date

CITY OF VERO BEACH

**BID SCHEDULE
 BID NO. 330-18/JO
 PAVEMENT MANAGEMENT SYSTEM**

Furnish all equipment, labor, supervision, materials, transportation and services for Leisure Square Pool Resurfacing per the specifications provided.

ITEM#	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Initial Pavement Inspection	105	Miles		
2	Inventory Data Input	105	Miles		
3	Digital Video/Photos	105	Miles		
4	GIS Linking	105	Miles		
5	Parking Lot Inspection Including Data Input, Digital Photos, GPS Location and GIS Linking.	1,696,982	SF		
6	Curb ID and Condition Analysis (Block by Block Inspection)	58	Miles		
7	Full Technical Support "MicroPaver software and reports" for 1 Year	1	EA		

TIME OF COMPLETION

Total number of calendar days from and including Commencement Date through Completion. Date required to complete the Work in accordance with the Contract Documents. Number of days _____. The Time of Completion, however, shall not exceed _____ calendar days.

Firm Name _____

Address: _____

City _____ & State _____

Telephone: _____ Fax: _____ E-Mail: _____

Name, Typed or Printed: _____

Signature: _____

Title: _____

CITY MAINTAINED PARKING LOTS

(Figures are in SF)

1	12th Court Between 19th Place & 20th Street	32,986
2	15th Avenue & 19th Place	14,429
3	15th Avenue & 20th Street	9,356
4	20th Street, 14th Avenue & 15th Avenue	5,878
5	20th Street, 14th Avenue & Old Dixie Highway	7,088
6	Airport Terminal	68,113
7	Bougainvillea Lane, Cardinal Drive & Ocean Drive (North)	4,217
8	Bougainvillea Lane, Cardinal Drive & Ocean Drive (South)	8,330
9	Crestlawn Cemetery	105,987
10	Charles Park	28,424
11	City Hall East (Customers)	25,315
12	City Hall (Directors)	4,927
13	City Hall (Employees)	36,751
14	Humiston Beach (West)	24,381
15	Jaycee Beach (Bethel Creek)	14,256
16	Jaycee Beach (North)	35,601
17	Jaycee Beach (South)	24,126
18	Leisure Square	72,265
19	MacWilliam Park Boat Ramps	9,917
20	MacWilliam Park (South Beside Barber Bridge)	3,201
21	Pocahontas Park Area	65,807
22	Police Department	49,173
23	Post Office – Main (South)	22,906
24	Power Plant	22,060
25	Warehouse Front Parking	45,986
26	Warehouse Storage	177,236
27	Public Works Compound (PW Front)	57,667
28	Recreation Administration	34,173
29	Riverhouse	17,290
30	Riomar Beach Access	3,600
31	Riverside Park Theatre Area	122,863
32	Riverside Park (North)	44,326
33	Riverside Park (South Including Boat Ramp)	66,808
34	Riverside Park (Tennis Area)	22,897
35	Royal Palm Pointe Parking	70,208
36	Sewer Plant	14,505
37	Sexton Plaza	41,370
38	South Beach Main (East)	58,204
39	South Beach Overflow (West)	38,960
40	Train Station (North)	4,102
41	Train Station (South)	23,638
42	Water Plant (Inside Gate)	97,090
43	Young Park	33,248
	Total Square Feet	1,696,982
	Equivalent Centerline Feet	77,136
	Equivalent Centerline Miles	14.6

INSURANCE REQUIRED

Construction Contracts
Revised 09/13/2018

A. In General

Before starting and until acceptance of the work by the City, the contractor shall procure and maintain insurance coverage of the types listed below with limits of no less than those specified.

The contractor shall require each of its subcontractors to procure and maintain, before starting and until completion of the subcontractor's work, insurance coverage of the types listed below with coverage limits of no less than those specified. It shall be the responsibility of the contractor to ensure that all his subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors. The contractor shall promptly obtain and provide to the City, upon the City's request, evidence of any subcontractor's insurance, which evidence shall be in the form of a certificate of insurance as required herein for the contractor.

B. Coverage

The types and amounts of insurance coverage shall meet or exceed to the following minimum requirements:

1. Workers' Compensation

\$1,000,000 each accident
\$1,000,000 bodily injury by disease each employee
\$1,000,000 bodily injury by disease policy limit

If any operations are to be undertaken on or about navigable waters, coverage shall be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

2. Commercial General Liability

\$1,000,000 Per occurrence
\$1,000,000 Personal/advertising injury
\$2,000,000 Products/completed operations aggregate
\$2,000,000 General aggregate
\$100,000 Damage to Rented Premises (each occurrence)
\$5,000 Medical expense any 1 person

The insurance policy and coverage shall be in a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office (ISO).

3. Business Auto Policy

\$1,000,000 /combined single limit (CSL)

The insurance policy and coverage shall be in a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office (ISO).

4. Umbrella

\$1,000,000 per occurrence.

C. Policy Endorsements

The contractor's policies of insurance for commercial general liability and business auto liability shall be written to include or be endorsed to include the "City of Vero Beach" as an additional insured. The contractor shall cause additional insured endorsement(s), containing language no less restrictive than ISO Form CG 20 10 11 85 (or if any update to CG 20 10 11 85, then CG 20 37 04 13 would also be required) and acceptable to the City, to be provided to the City before operations are commenced and as a condition of awarding the contract. Such policies shall also be endorsed to provide for: (i) the carrier's waiver of subrogation in favor of the City; (ii) a minimum of thirty days prior notice to the City of expiration or cancellation and/or restriction of coverage, and; (iii) ten (10) days prior notice to the City before cancellation for non-payment. If an insurance policy or coverage expires or otherwise terminates prior to completion of the work and its final acceptance by the City, the contractor shall cause endorsement(s) for renewal or replacement policies or coverage to be furnished to the City prior to the effective date of such expiration or termination.

D. Certificates of Insurance

The contractor shall cause a certificate(s) of insurance to be provided to the City for all of contractor's insurance coverage, in a form acceptable to the City, before operations are commenced and as a condition of awarding the contract. Certificates shall state the types of coverage provided, limits of liability, and expiration dates. If an insurance policy or coverage expires or otherwise terminates prior to completion of the work and its final acceptance by the City, the contractor shall cause certificate(s) of insurance for renewal or replacement policies or coverage to be furnished to the City prior to the effective date of such expiration or termination.

E. Contractor Insurance Primary; City Insurance Non-Contributing

The contractor's insurance and its subcontractor's insurance in all instances shall be primary. Any insurance policy or coverage that may be maintained by the City shall be in excess of and shall not contribute with the contractor's insurance or its subcontractor's insurance.

F. Insurance Approval

All insurance documents submitted to the City are subject to City approval for adequacy and protection. All coverage shall be provided by insurance companies authorized to do business in the state of Florida and otherwise satisfactory to the City.

G. Failure to Maintain Insurance

The responsibility and obligation to provide and maintain insurance in the forms, types, and minimum coverage required herein and to maintain proper City additional insured policy endorsements and certificates of insurance is solely the contractor's, which responsibility and obligation continues throughout performance of the contract and until such time as the work is finally accepted by the City. Failure of the contractor to provide and maintain all insurance coverage as and in the manner required herein will be deemed detrimental to the public interest, an increased and unnecessary risk, and a material breach of the contract which can result in immediate termination and in the contractor being liable for the full amount of all claims and losses incurred by the City due to the contractor's failure to maintain insurance or the policy endorsements.

AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me personally appeared the undersigned who, by me being first duly sworn, deposes and says:

The undersigned is a sub-Contractor under the prime Contractor under a Contract entered into by and

Between the _____, and _____ for the

performance of the following described Work:

The undersigned further deposes and says that said labor, materials, and/or services were of a total value of \$ _____ of which there remains due owing and unpaid the sum of \$ _____ to the undersigned.

Corporate Seal

Sub-Contractor

WITNESS:

_____ By: _____

_____ Title: _____

Sworn to and subscribed before
me this _____ day of _____, 20__.

Notary Seal

Notary Public State of Florida
at Large

FIRM CERTIFICATION

The City of Vero Beach requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Proposals issued by the City of Vero Beach shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of the City of Vero Beach nor any professional management, administrative official or employee of the City, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for a favorable review of any Proposal submitted in response to the Request for Proposals or in return for execution of a contract for performance or provision of services for which Proposals are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

DATE: _____

**CITY OF VERO BEACH
PUBLIC WORKS DEPARTMENT
BID NO. 330-18/JO**

RELEASE AND WAIVER OF CLAIM ON PROGRESS PAYMENT

The undersigned Claimant, in consideration of the sum of \$_____, hereby releases and waives its claim and right to make a claim against the contractor, the surety, the payment bond, and the City of Vero Beach for all labor, services, and materials furnished through [date] _____ to the contractor on the job of the City of Vero Beach, for improvements to the following described project:

PROJECT: _____

ADDRESS: _____

CONTRACTOR NAME: _____

This Release and Waiver does not cover any retention or any labor, services, or materials furnished after the date specified. If this Release and Waiver is given in exchange for payment in the form of a check or other negotiable instrument, such Release and Waiver is conditioned on full payment of the check or such other instrument. The undersigned hereby warrants and represents that he/she has been and is on the date of the execution of this Release and Waiver duly authorized to execute this Release and Waiver on behalf of and to bind the Claimant.

CLAIMANT:

Company Name: _____

By (signature): _____ [SEAL]

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing Release and Waiver of Claim on Progress Payment was acknowledged before me this ____ day of _____ 20__ by _____, as _____, for and on behalf of _____, Claimant. He/She__is personally known to me; OR__produced _____ as identification.

[SEAL]

Notary Public
Print Name:
Commission No.:
My Commission Expires:

**CITY OF VERO BEACH
PUBLIC WORKS DEPARTMENT
BID NO. 330-18/JO**

RELEASE AND WAIVER OF ALL CLAIMS ON FINAL PAYMENT

The undersigned Claimant, in consideration of the final payment in the amount of \$ _____, hereby releases and waives all claims and all right to make a claim against the contractor, the surety, the payment bond, and the City of Vero Beach for all labor, services, and materials furnished to the contractor on the job of the City of Vero Beach, for improvements to the following described project:

PROJECT: _____

ADDRESS: _____

CONTRACTOR NAME: _____

If the foregoing Release and Waiver is given in exchange for payment in the form of a check or other negotiable instrument, such waiver is conditioned on full payment of the check or such other instrument. The undersigned hereby warrants and represents that he/she has been and is on the date of the execution of this Release and Waiver duly authorized to execute this Release and Waiver on behalf of and to bind the Claimant.

CLAIMANT:

Company Name: _____

By (signature): _____ [SEAL]

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing Release and Waiver of All Claims on Final Payment was acknowledged before me this ____ day of _____ 20__ by _____, as _____, for and on behalf of _____, Claimant. He/She__is personally known to me; OR__produced _____ as identification.

Notary Public [SEAL]

Print Name:
Commission No.:
My Commission Expires:

CITY OF VERO BEACH, FLORIDA

PAVEMENT MANAGEMENT SYSTEM

BID NO. 330-18/JO

ATTACHMENT

SCOPE OF WORK

CITY OF VERO BEACH

PAVEMENT MANAGEMENT SYSTEM

SCOPE OF WORK

1. PROJECT DESCRIPTION:

To conduct a field survey of all paved streets and parking lots under the jurisdiction of the City of Vero Beach utilizing the ASTM D6433-18 condition assessment methodology for survey of pavement condition and ratings.

Conduct a complete inventory and condition assessment of all curbs within the maintained street network and jurisdiction of the City of Vero Beach.

Update the City's current MicroPaver software (V6.5) to version (v7.0.9) and provide training to City staff on updated version. Provide links to City of Vero Beach ESRI GIS system. Coordinate data collection and inventory process with GIS Manager.

2. SCOPE:

The City of Vero Beach has approximately 105 centerline miles of streets and approximately 1,696,982 sf or 14.6 equivalent centerline miles of parking lot pavement. The survey shall include all paved City streets and paved parking areas.

- A. Minimum of one inspection for each pavement section (point to point) or a representative section each half-mile.
- B. Complete a Surface Conditions Survey that is continuous and objective and that includes crack survey, macro texture survey, rut depth measurement, and roughness survey. ASTM D6433-18 Standard Practice for Roads Pavement Condition Index Surveys must be followed. Inspections must be performed by qualified staff demonstrating competency in ASTM D6433-18 inspection practices, no automated inspections.
- C. Conduct field quality assurance measures to periodically check the accuracy and consistency of the data collected. A minimum 5% of all inspections shall be re-inspected with documents remediation by a designated Quality Assurance manager for the project.
- D. Perform all data entry and verify the accuracy and integrity of the data. All pavement data and PCI must be linked to the appropriate section in the City's GIS database. Coordinate with City GIS Manager. Provide GPS locations of segments and survey sites.
- E. Provide digital picture or HD video images of road segments and problem areas. Images and/or videos should be able to support future analysis of shoulder type, storm data including ditches,

and possible LiDAR roadway profiles. Photo or video images shall be integrated with geo-referencing system including global positioning systems (GPS), inertial referencing systems, and distance measuring instruments (FL State Plane) linking.

- F. Create necessary inventory for MicroPaver based on existing MicroPaver roadway database. Inventory all roadways by proper pavement management section techniques using one direction centerline segments on undivided roadways and two direction centerline on divided roadways. Both station reference and physical boundary shall identify each segment. Program population and data collection methods must be open-source and nonproprietary. Complete MicroPaver export file of the network and load it on City's existing MicroPaver.
- G. Curb/Gutter condition ratings including but not limited to: type (curb and gutter, header, Miami, etc.), curb reveal, cracks, spalling, poor drainage, and GPS location.
- H. Develop a 5-year Pavement Restoration Program (PRP). The PRP shall:
 - 1) Identify the present pavement conditions and projected future performance over the 5-year period.
 - 2) Identify the conditions of base, subgrade, and causes of pavement failures.
 - 3) Recommend rehabilitation strategies based on current condition of roadways. Include rehabilitation strategies that may be necessary to achieve desired levels of serviceability.
 - 4) Provide total number of lane miles and total square yardage of paved and non-paved City roads. This total is to include all storage lanes and tapers.
 - 5) Include a priority listing indicating pavements in order of worst-to-best pavement conditions.
 - 6) Create a boxed report that can utilize different search queries for identifying location and conditions of patching, curbing, sidewalks, structures, shoulders, traffic counts, and signs.
 - 7) Include economic report indicating the cost per square yard per year of benefit for each rehabilitation strategy based on current maintenance costs and costs estimated to be in effect for each year in the 5-year plan.
 - 8) Consider budgetary realities in making specific yearly recommendations. The 5-year program shall make recommendations as to roads, rehabilitation strategies, and costs of rehabilitation to include in each budget year. These recommendations shall include costs necessary to obtain the greatest benefit from three alternative funding levels.
 - 9) Provide staff training necessary to utilize the tools and/or information provided. Provide operations manual and staff training to provide knowledge transfer to City staff. The intent of training is for City staff to obtain the ability to populate and maintain the program and produce desired report writing. All route-naming conventions, rating criteria, database

development and quality control procedures shall be documented in the operations manual and reviewed during training sessions.

- 10) Include services for data entry and report writing on an annual basis based on actual approved budgets and work programs completed for a period of five years. May be required to generate customized report writing based on City needs.

- I. Additional services may include sidewalk condition analysis and striping/pavement marking inventory.

Also within the city limits are roads maintained by the State of Florida and Indian River County. These roads and related signs/markings will not be included in the scope of work (see map).

3. OPTIONAL ROADWAY INVENTORY:

In addition to the Scope of Work above the successful Proposer may be requested to collect inventory data for the following:

- Speed humps and tables;
- Medians;
- Guardrails;
- Sidewalks (width and material);
- Pavement markings;

Inventory data to be entered into the City's GIS and Pavement Management System, and provide staff training necessary to utilize the tools and/or information provided.

4. VENDOR QUALIFICATIONS:

- A. Contractor shall have a minimum of 5 (five) years' experience with MicroPAVER programs and pavement evaluations.
- B. Pavement data collection personnel shall have a minimum of 3 (three) years' experience and shall have attended an accredited Pavement Management Course such as provided by the APWA or Colorado State University.
- C. The Contractor shall have a successful history of Pavement Management inspections and system installations at various government or private agencies. A minimum of 5 (five) recent clients shall be submitted with contact information as references.
- D. The Contractor shall have MicroPAVER experience with municipalities or government agencies with at least 100 centerline miles of pavement.
- E. The Contractor shall provide continuing service and technical support of MicroPAVER software and the City's PMS database for a period of 1 (one) year. Additional service may be provided through an annual maintenance contract.

5. WORK SCHEDULE:

- A. A Notice to Proceed detailing the scope of work will be issued before work is to proceed.
- B. Field survey work, data entry, and final reports shall be completed and available 90 days from the Notice to Proceed. Monthly progress reports shall be provided.